

LOCATION AGREEMENT

Date: July 25, 2022

Production Company (“**Producer**”): BIG INDIE HONDO, INC.

Premises Owner (“**Owner**”): Tooele County

Owner Address: P.O. Box 159 Wendover, Utah 84083

Owner Telephone/Other Contact Information: Lisa Dunn (775) 778-1891

Program (“**Program**”): “HONDO”

This Location Agreement (“**Agreement**”) is entered into by Producer (and its successors, assignees, licensees, employees, agents, independent contractors and suppliers, all of whom are included collectively in the term “**Producer**”) and Owner in connection with the Premises (as defined below). The terms and conditions follow:

1. ACCESS AND USE. Owner hereby grants Producer permission to enter upon, photograph, record and use the Premises (either accurately, simulated, in combination with other sets and/or locations and/or otherwise) for the periods set forth below, and to bring all necessary personnel, equipment, vehicles and temporary sets onto the Premises, for the purpose of making still and motion pictures and sound recordings of, on and/or about the Premises. Further, Owner grants permission to replicate said Premises (if applicable) by constructing a set at a separate location, duplicating all or any part of the Premises for the purpose of completing Producer’s scheduled work, or for filming retakes, added scenes, advertisements or promotion, refer to the Premises or any part thereof by any fictitious name, and to attribute any fictitious events as occurring on the Premises.
2. PREMISES. This Agreement relates to the real property (herein referred to as “**Premises**”), located at Wendover Airport (345 Airport Way, Wendover, UT 84083), including, without limitation, all interior and exterior areas, buildings and other structures of the Premises, personal property, displays, and signs located in, on and/or about the Premises, and any intellectual property, including, without limitation, any artwork, sculptures, and other copyrightable materials, name, logo, trademark, service mark and/or slogan, as depicted in, on, and/or about the Premises and other identifying features thereof.
3. DATES AND LOCATION FEE. The Premises shall be available for use by Producer commencing approximately Monday, August 22, 2022, and continuing until approximately Friday, September 23, 2022, (subject to change due to any cause or reason beyond the control of Producer), inclusive (“**Term**”) the exact dates to depend on weather and shooting schedule. If Producer requires use of the Premises prior or subsequent to the Term for added scenes and retakes, then Producer may so use the Premises at the same rate set forth below, if any. Producer may, at any time prior to twenty four (24) hours before commencement of a Production Period (as defined below), elect not to use the Premises by giving Owner notice of such election, in which case neither party shall have any further obligation to the other. As consideration in full for the use of the Premises, Producer agrees to pay Owner in accordance with the following fees for the days which Producer actually uses the Premises (each a “**Production Period**”), such sum to be payable prior to commencement of each Production Period during the Term and broken down as follows:

| | |
|-------------------|--------------------------|
| TOTAL FEE: | \$74,000.00 |
| Prep Day(s) at | \$3,000.00/day x 15 days |
| Shoot Day(s) at | \$3,500.00/day x 4 days |
| Strike Day(s) at | \$3,000.00/day x 5 days |

4. EQUIPMENT REMOVAL AND INSURANCE. Producer agrees to remove all equipment and temporary sets after completion of its use of the Premises and to leave the Premises in the same condition as when entered

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upon by Producer, permitted use, force majeure, and reasonable wear and tear excepted. Signs on the Premises may be removed or changed, but if removed or changed such signs shall be returned materially back to their original placement or condition. Producer will use reasonable care to prevent damage to the Premises. Producer agrees to maintain General Liability, Automobile Liability and Third Party Property Damage Liability insurance covering the use of the Premises by Producer with policy limits of not less than \$1,000,000. Owner agrees to maintain liability and property damage insurance covering the Premises in customary and adequate levels. Owner hereby waives, on behalf of Owner and Owner's insurance carrier, all rights of subrogation with respect to any claim or claims which may arise under any and all policies of insurance now or during the term hereof in effect insuring any property of Owner situated in or upon said Premises.

5. FORCE MAJEURE. If because of illness of actors, director or other essential artists and crew, weather conditions, defective film or equipment or any other occurrence beyond Producer's control, Producer is unable to start work on the date designated above and/or work in progress is interrupted during use of the Premises by Producer, then Producer shall have the right to use the Premises at a later date to be mutually agreed upon and/or to extend the period set forth herein, upon the same terms and conditions as set forth herein.
6. RIGHTS. All rights of every kind and nature whatsoever in and to all still and motion pictures and sound recordings made hereunder in connection with use of the Premises by Producer shall be and remain the sole and exclusive property of Producer, including, without limitation, the perpetual and irrevocable right and license to use and re-use said photography and/or said sound recordings in connection with any television projects and/or other uses as Producer shall elect, in, and in connection with, the advertising, publicizing, exhibition and exploitation thereof, in any manner whatsoever and at any time by all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe. Neither Owner nor any other party now or hereafter claiming an interest in the Premises and/or interest through Owner shall have any right of action against Producer or any other party arising from or based upon any use or exploitation of said photography and/or said sound recordings, whether or not such use is or is claimed to be defamatory, untrue or censorable in nature.
7. REPRESENTATIONS AND WARRANTIES. Owner represents, warrants and agrees that Owner is the sole and exclusive legal owner of the Premises and has the full right, power and authority to grant Producer the rights granted to Producer hereunder; Owner will take no action nor allow or permit or authorize any third party to take any action which might interfere with Producer's full use and quiet enjoyment of the Premises in accordance with the terms hereof; Owner will maintain the Premises in useable condition for all uses by Producer contemplated hereunder; and it is not necessary for Producer to obtain the consent or permission of, or to pay any amounts to, any person, firm or corporation in order to enable Producer to enjoy the full rights to the use of the Premises as described herein. Owner agrees to indemnify and hold Producer harmless from and against any and all claims, demands, liabilities and expenses (including, without limitation, reasonable attorneys' fees and costs) arising from or in connection with any breach of any of Owner's representations, warranties or agreements set forth herein.
8. INDEMNIFICATION. Producer agrees to indemnify and hold Owner harmless from actual costs incurred as a result of a third party claim resulting from any injuries to persons and damages to properties (permitted use, force majeure, and reasonable wear and tear excepted), to the extent such loss is not otherwise covered by any insurance, caused, in whole or in part, by the following: (i) any breach by Producer of this Agreement or (ii) any gross negligent or willful acts by Producer (or Producer's employees or agents) in connection with Producer's activities on the Premises. Owner shall be required to submit in writing to Producer a detailed list of any and all damages of the Premises that Owner alleges Producer caused ("**Claim**"). Such Claim shall be submitted to Producer within 48 hours after the completion of use of the Premises by Producer (including any additional use). Owner shall then authorize Producer's representatives' entry onto the Premises to inspect and assess the damages pursuant to the Claim. If Producer acknowledges responsibility for said damages, Producer shall be given the opportunity to either correct the damage or make restitution in a timely manner. TO THE

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FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OWNER HEREBY WAIVES ALL CLAIMS AGAINST PRODUCER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

9. NO OBLIGATION TO USE AND CONFIDENTIALITY. Producer is not obligated to use the Premises or to include any of said photography and/or said sound recordings in any television project. Owner may not terminate or rescind the permission granted to Producer hereunder to use and photograph the Premises. In the event of any claim by Owner against Producer, whether or not material, Owner shall be limited to Owner's remedy at law for monetary damages, if any, and Owner shall not be entitled to enjoin, restrain or interfere with use of the Premises as provided in this Agreement or with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings or any of Producer's rights hereunder. Owner hereby agrees that the terms and conditions relating to this agreement and the existence of this agreement shall be strictly confidential ("**Confidential Information**"). Owner may use Confidential Information only in pursuance of its business relationship with Producer. Except as provided in this Agreement, Owner will not disclose Confidential Information to any third party without Producer's prior written consent. Owner agrees not to disclose or discuss with any third party any of the activities contemplated under this Agreement and, in particular, the names, titles, people, entities and/or materials related to any such activities with any other person, firm or corporation. Third parties shall include, without limitation, individuals (including other participants or potential participants on the Series, spouses, significant others, friends, relatives, acquaintances, and strangers), newspapers, periodicals, magazines, publications, television stations, radio stations, publishers, and any other enterprise involved in print or electronic media, including individuals working directly or indirectly for or on behalf of any such entities. For the purposes of clarity, Owner shall not at any time publish, reveal, disseminate, or disclose or cause to be published, revealed, disseminated or disclosed any Confidential Information (directly, indirectly, orally, in writing, or otherwise) to any third party, in any news story, magazine article, blog, online posting/thread comment, or social media post (e.g. Facebook, Instagram, Twitter, Tumblr, Flickr, YouTube, Pinterest, LinkedIn, IMDB, Myspace, and Google+) or other publicity concerning the Program, Producer, or Owner's services thereon, and shall not issue, authorize, confirm or in any way enable the issuance of any press information or Confidential Information or any activities on the set or at the location, and will not authorize Owner's agents, representatives, or employees to do so. Owner will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature. Owner acknowledges that Owner's and/or third parties' use of cameras, recording equipment and all personal photography on or near the Premises while Producer has possession of or is using the Premises as contemplated herein, are strictly prohibited. Any violation by Owner of the provisions of this paragraph shall be deemed to be a breach of this Agreement and Producer shall be entitled to all available remedies under law or in equity.

10. MISCELLANEOUS. This Agreement sets forth the entire agreement of the parties and shall replace and supersede all prior arrangements, either oral or written, as to the subject matter hereof. This Agreement cannot be modified or canceled except by written instrument signed by both parties. This Agreement will be construed and enforced in accordance with the Federal Arbitration Act, applicable federal law, and the law of the State of California, applicable to contracts negotiated, executed, and fully performed within that State, regardless of where negotiation, execution or performance of this Agreement may actually occur. In the event of any controversy or claim arising out of or relating to this agreement (including the scope or applicability of this agreement to arbitrate) or the breach of any term hereof, the parties agree it will be resolved by confidential arbitration conducted in the County of Los Angeles, and administered by JAMS in accordance with its Comprehensive Rules and Procedures, including the Optional Appeal Procedure. The arbitration will be held before a single neutral arbitrator; any appellate panel will consist of three neutral members. For any claim submitted to arbitration, the burden of proof will be as it would be if the claim were litigated in a judicial proceeding and the decision will be based on the application of California law. Upon conclusion of any arbitration proceedings hereunder, the arbitrator will render findings of fact and conclusions of law and a written opinion setting forth the basis and reasons for any decision he or she has reached. Any judgment upon the award

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rendered by the arbitrator may be entered in any state or federal court in the County of Los Angeles having jurisdiction of the matter thereof. The arbitrator will have the authority to grant any other equitable and legal remedies that would be available in any judicial proceeding instituted to resolve a disputed matter, but will not have the authority to grant any remedies the parties have waived (including, without limitation, any waiver of punitive or exemplary damages contained in this Agreement). The parties agree to submit to the in personam jurisdiction of the Superior Court of the State of California for the County of Los Angeles and the United States District Court for the Central District of California for purposes of confirming any such award and entering judgment thereon. Each party will be responsible for their own attorney's fees and costs. To the extent permitted by law, the prevailing party will not be entitled to any award of attorney's fees or costs from the other party. This paragraph will survive any expiration or termination of this Agreement. Owner acknowledges that it has not entered into this Agreement in reliance upon any representation (written or oral, express or implied) of Producer not contained herein. Owner agrees that Producer may assign this Agreement and its rights hereunder to any third party. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors, licensees and assignees. Faxed or any electronic signatures hereon shall be deemed originals for all purposes.

11. SUBSEQUENT DATES AND LOCATION FEES. Owner agrees to make the Premises available for use by Producer, and the Term will be extended therefore, on the same terms as set forth herein, in connection with additional episodes of the Program for the current production year and for each subsequent production year of the Program, except that the fees set forth in Section 3 for each subsequent production year of the Program will be increased by 3% cumulatively. The exact dates and times for any subsequent dates will be determined by the parties in good faith, provided that Owner will use best efforts to make the Premises available in accordance with Producer's production schedule for the Program.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date listed above,

ACCEPTED AND AGREED:

("Owner")
Signature: James A. Walch
Name: James A. Walch
Title: County Manager

BIG INDIE HONDO, INC.
("Producer")
Signature: [Signature]
Name: Matias Alvarez
Title: UPM

APPROVED AS TO FORM:

Colin Winchester 07/29/2022
Colin R. Winchester
Deputy Tooele County Attorney